

ANNUITY CONTRACT

The following is your Annuity Contract. Any materials that preceded this page or that follow the last page of the Annuity Contract are not part of your Contract. Please retain this Annuity Contract with your permanent records.

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MetLifeInvestors®

MetLife Investors USA Insurance Company
222 Delaware Avenue, Suite 900
P.O. Box 25130
Wilmington, DE 19899

MetLife Investors USA Insurance Company (referred to as “we, us and our”) will make Annuity Payments as described in this Contract beginning on the Annuity Date.

This Contract is issued in return for the payment of the initial Purchase Payment.

FREE LOOK PROVISION – RIGHT TO CANCEL

This Contract may be returned for any reason within 30 days after you receive it by mailing or delivering the Contract to either us or the agent who sold it. Return of this Contract by mail is effective on being postmarked, properly addressed and postage prepaid. We will promptly refund your Account Value as of the Business Day we receive your Contract.

Signed for the Company.



Secretary



President

INDIVIDUAL FLEXIBLE PURCHASE PAYMENT DEFERRED VARIABLE ANNUITY CONTRACT NONPARTICIPATING

READ YOUR CONTRACT CAREFULLY

ANNUITY PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT, WHEN BASED ON THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT, ARE VARIABLE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT.

THE VARIABLE PROVISIONS OF THIS CONTRACT CAN BE FOUND ON PAGES 6 AND 9.

TABLE OF CONTENTS

	Page
Contract Schedule.	3
Definitions.	4
General Provisions	4
Annuitant, Ownership, Assignment Provisions	5
Beneficiary Provisions	5
Purchase Payment Provisions	6
Account Value Provision	6
Separate Account Provisions	6
Transfer Provisions	7
Death Benefit Provisions	7
Withdrawal Provisions	8
Annuity Provisions	8
Suspension or Deferral of Payments or Transfers from the Separate Account	10
Reserves, Values and Benefits	10

OWNER: PATRICIA M DOERING	SEX: F	AGE AT ISSUE: 74
ANNUITANT: PATRICIA M DOERING	SEX: F	AGE AT ISSUE: 74
CONTRACT NUMBER: 3205235425	ISSUE DATE: October 3, 2011	
PLAN TYPE: Non-Qualified	MATURITY DATE: June 1, 2027	
PRODUCT CLASS: MetLife Investors USA Variable Annuity Series VA		
PURCHASE PAYMENT: \$170,471.41		

We reserve the right to reject any Purchase Payment.

ALLOCATION REQUIREMENTS:

1. Currently, you can select from any of the Subaccounts or the Fixed Account (if a Fixed Account Rider has been issued). However, we reserve the right to limit this in the future. However, if the GMIB Rider or GMDB Rider is attached to the Contract and in force you can only make allocations to the GMIB Rider Subaccounts or GMDB Rider Subaccounts.
2. Allocations must be in whole numbers. Each allocation must be at least \$500. Allocations made pursuant to Pre-scheduled Transfer programs are not subject to this limitation. The current approved Pre-scheduled Transfer programs are Rebalancing program, Asset Allocation program and Dollar Cost Averaging program.
3. We reserve the right to restrict allocations to the Fixed Account if any of the following conditions exist: (a) the credited interest rate for the amount to be allocated is equal to the Minimum Guaranteed Interest Rate for the Fixed Account; (b) the Account Value in the Fixed Account equals or exceeds \$500,000; or (c) a transfer was made out of the Fixed Account within the previous 180 days.

TRANSFER REQUIREMENTS:

Number Permitted: The maximum number of transfers per Contract Year shall be 12 (excluding transfers resulting from our Pre-scheduled Transfer programs). We reserve the right to waive from time to time this transfer limitation.

Subject to the Allocation Rules and the issuance of a Fixed Account Rider, during the Accumulation Period you may make transfers into the Fixed Account from the Subaccounts, subject to the maximum number of transfers per Contract Year as stated above. There are further limitations on transfers from the Fixed Account to the Separate Account as set forth below. If the GMIB Rider or GMDB Rider is attached to the Contract and in force you may only make transfers between the GMIB Rider Subaccounts or GMDB Rider Subaccounts.

During the Annuity Period, you cannot make transfers from the General Account to the Subaccounts.

Transfer Fee: In the event that 12 transfers are made in a Contract Year, (excluding those related to our Pre-scheduled Transfer programs) we will deduct a Transfer Fee of \$25 for each additional transfer in such Contract Year. The Transfer Fee will be deducted from the Subaccount or Fixed Account from which the transfer is made. However, if the entire interest in an account is being transferred, the Transfer Fee will be deducted from the amount which is transferred. We reserve the right to waive from time to time, the Transfer Fee.

Minimum and Maximum Amount to be Transferred: The minimum amount that may be transferred from a Subaccount is \$500, or your entire interest in the Subaccount, if less (excluding transfers resulting from our Pre-scheduled Transfer programs).

The minimum amount that may be transferred from the Fixed Account during the Accumulation Period is \$500, or your entire interest in the Fixed Account. Transfers out of the Fixed Account during the Accumulation Period shall be limited to the greater of (a) 25% of the Fixed Account Value at the beginning of the Contract Year, or (b) the amount transferred out of the Fixed Account in the prior Contract Year.

TRANSFER AND ALLOCATION LIMITS:

If the GMIB Rider or GMDB Rider (the "Rider(s)") is attached to the Contract and the GMIB Rider or GMDB Rider is terminated under the Termination of Rider provision and is no longer in force, no transfers or allocations may be made to the GMIB Rider Subaccounts or GMDB Rider Subaccounts, as applicable. However, if both the GMIB Rider and the GMDB Rider are attached to the Contract, and are both terminated under the Termination of Rider provision, effective on the date both Riders are no longer in force, no transfers or allocations may be made to the GMIB Rider Subaccounts or GMDB Rider Subaccounts. You will have access to the other Subaccounts currently available.

WITHDRAWALS:

Withdrawal Charge: A Withdrawal Charge is assessed against Purchase Payments withdrawn. The Withdrawal Charge is calculated at the time of each withdrawal. Each Purchase Payment is tracked from the date of its receipt. Amounts will be withdrawn from your Contract in the following order:

1. Earnings in the Contract (Earnings are equal to your Account Value less Purchase Payments not withdrawn); and then
2. The Free Withdrawal Amount described below, if any; then
3. Purchase Payments not previously withdrawn, in the order such Purchase Payments were made: the oldest Purchase Payment first, the next Purchase Payment second, etc. until all Purchase Payments have been withdrawn (First-in-First-out (FIFO) basis).

Withdrawal Charges are determined in accordance with the following schedule:

WITHDRAWAL CHARGES

<u>Number of Complete Years from Receipt of Purchase Payment</u>	<u>% Charge</u>
0	7
1	6
2	6
3	5
4	4
5	3
6	2
7 and thereafter	0

Free Withdrawal Amount: Each Contract Year after the first, you can make a withdrawal of a portion of your Account Value free from any Withdrawal Charge. The Free Withdrawal Amount each Contract Year is equal to 10% of total Purchase Payments, less the total Free Withdrawal Amount previously withdrawn in the same Contract Year. This right is non-cumulative.

Minimum Partial Withdrawal: \$500, or your entire interest in the Fixed Account or Subaccount

Minimum Withdrawal Value Which must Remain in the Contract after a Partial Withdrawal: \$2,000

ANNUITY REQUIREMENTS:

1. The Annuity Date must be the first day of a calendar month. Unless otherwise designated by you, the Annuity Date will be no later than the Maturity Date. The Maturity Date is the first day of the calendar month following the Annuitant's 90th birthday or ten (10) years from the Issue Date.
2. For Variable Annuity Payments, the Variable Annuity Tables are based on the Annuity 2000 Mortality Table with 7-year age setback and an Assumed Investment Return (AIR) of 3.00%.
3. For Fixed Annuity Payments, the Fixed Annuity Tables are based on the Annuity 2000 Mortality Table with 7-year age setback with interest at 3%.

FIXED ACCOUNT: *The Fixed Account is not available with this contract.*

Initial EDCA Period: 12 months EDCA rate applicable to deposits made at the beginning of the Initial EDCA period: 3.00%

Initial EDCA Period: 6 months EDCA rate applicable to deposits made at the beginning of the Initial EDCA period: 3.00%

Initial EDCA Period: 3 months EDCA rate applicable to deposits made at the beginning of the Initial EDCA period: 3.00%

ANNUITY SERVICE OFFICE:

MetLife Investors USA Insurance Company
P.O. Box 10366
Des Moines, IA 50306-0366
(800) 709-2906

ENDORSEMENTS AND RIDERS ATTACHED TO THIS CONTRACT:

Enhanced Dollar Cost Averaging Rider

Three Month Market Entry Rider

Guaranteed Minimum Death Benefit (GMDB) Rider

Spousal Continuation Endorsement

Waiver of Withdrawal Charge for Nursing Home or Hospital Confinement Rider

Waiver of Withdrawal Charge for Terminal Illness Rider

Non Qualified Annuity Endorsement

Contract Schedule

Guaranteed Minimum Death Benefit (GMDB) Rider

Effective Date:	October 3, 2011
GMDB Rider Charge:	1.15%
Last Highest Anniversary Date:	Owner's (or oldest Joint Owner's or Annuitant's if owner is a non-natural person) 81 st birthday
Annual Increase Accumulation Rate:	6%
Last Increase Date:	Contract Anniversary prior to the Owner's (or oldest Joint Owner's or Annuitant's if owner is a non-natural person) 91 st birthday
Dollar-for-Dollar Withdrawal Percentage:	6.00% to the Contract Anniversary prior to the Owner's (or oldest Joint Owner's or Annuitant's if the Owner is a non-natural person) 91 st birthday and 0% thereafter.
GMDB First Optional Step-Up Date:	1st Anniversary following the Effective Date
GMDB Optional Step-Up Waiting Period:	1 year
Maximum Optional Step-Up Age:	80
Maximum Optional Step-Up Charge:	1.50%
<u>Allocation, Transfers and Rebalancing Limits:</u>	
GMDB Subaccounts:	12-Month EDCA 3-Month Market Entry 6-Month EDCA AllianceBernstein Global Dynamic Allocation Port AQR Global Risk Balanced Portfolio BlackRock Global Tactical Strategies Portfolio MetLife Balanced Plus Portfolio Pyramis Government Income Portfolio
Platform 1 Minimum Percentage:	<i>No Limits Apply</i>
Platform 1 Subaccounts:	<i>N/A</i>
Platform 2 Maximum Percentage:	<i>No Limits Apply</i>
Platform 2 Subaccounts:	<i>N/A</i>
Platform 3 Maximum Percentage:	<i>No Limits Apply</i>
Platform 3 Subaccounts:	<i>N/A</i>
Platform 4 Maximum Percentage:	<i>No Limits Apply</i>
Platform 4 Subaccounts:	<i>N/A</i>

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DEFINITIONS

ACCOUNT VALUE The sum of your interests in the Subaccounts of the Separate Account.

ACCUMULATION UNIT A unit of measure used to calculate the Account Value in a Subaccount of the Separate Account during the Accumulation Period.

ACCUMULATION PERIOD The period prior to the Annuity Date.

ANNUITANT The natural person(s) on whose life Annuity Payments are based. You may change the Annuitant at any time prior to the Annuity Date unless an Owner is not a natural person. Any reference to Annuitant shall also include any Joint Annuitant under an Annuity Option. The Annuitant and Owner do not have to be the same person.

ANNUITY PAYMENTS The series of payments made to the Owner or other named payee after the Annuity Date under the Annuity Option elected.

ANNUITY DATE The date on which Annuity Payments begin. The Annuity Date is shown on the Contract Schedule.

ANNUITY PERIOD The period starting on the Annuity Date during which Annuity Payments are payable.

ANNUITY SERVICE OFFICE The office indicated on the Contract Schedule to which notices and requests must be sent, or as otherwise directed by Notice from us. All sums payable by us under the Contract are payable through the Annuity Service Office.

ANNUITY UNIT A unit of measure used to calculate Variable Annuity Payments after the Annuity Date.

ATTAINED AGE The age of any Owner or Annuitant on his/her last birthday.

BENEFICIARY The person(s) or entity(ies) you name to receive a death benefit payable under this Contract upon the death of the Owner or a Joint Owner, or in certain, circumstances, an Annuitant.

BUSINESS DAY Each day that the New York Stock Exchange is open for business. The Separate Account will be valued each Business Day. A Business Day ends as of the close of regular trading on the New York Stock Exchange.

COMPANY MetLife Investors USA Insurance Company

CONTRACT ANNIVERSARY An anniversary of the Issue Date of this Contract.

CONTRACT YEAR A one-year period starting on the Issue Date and on each Contract Anniversary thereafter.

FIXED ANNUITY PAYMENTS A series of payments made by us during the Annuity Period which we guarantee as to dollar amount. Fixed Annuity payments are made out of our General Account.

GENERAL ACCOUNT All of our assets other than those in any segregated asset account

INVESTMENT OPTIONS The investment choices within the Separate Account available under the Contract.

ISSUE DATE The date this Contract was issued. The Issue Date is shown on the Contract Schedule.

JOINT OWNER If there is more than one Owner, each Owner shall be a Joint Owner of the Contract.

NOTICE Any form of communication providing information we need, either in signed writing or another manner that we approve in advance. All Notices to us must be sent to our Annuity Service Office and received in good order. To be effective for a Business Day, a Notice must be received in good order prior to the end of that Business Day.

OWNER The person(s) or entity(ies) entitled to the ownership rights under this Contract. If Joint Owners are named, all references to Owner shall mean Joint Owners. (Referred to as you or yours.)

PURCHASE PAYMENT The amount paid to us under this Contract as consideration for the benefits it provides, less any Premium and Other Taxes deducted upon receipt of the Purchase Payment.

SEPARATE ACCOUNT A segregated asset account of the Company designated on the Contract Schedule.

SUBACCOUNT Separate Account assets are divided into Subaccounts. Assets of each Subaccount will be invested in shares of an Investment Option.

VARIABLE ANNUITY PAYMENTS A series of payments made by us during the Annuity Period which vary in amount with the investment experience of each applicable Subaccount.

WITHDRAWAL VALUE The Account Value less any applicable withdrawal charge, less any Premium and Other Taxes, and less any Account Fee.

GENERAL PROVISIONS

THE CONTRACT The entire contract consists of this Contract, any riders or endorsements attached to this Contract, and a copy of the application, if one is attached to this Contract when issued. This Contract must be returned to us prior to the payment of any benefit unless otherwise waived by us. Prior to any payment of a death claim, due proof of death must be submitted to us.

INCONTESTABILITY We will not contest the validity of this Contract at any time following the Issue Date.

NON-PARTICIPATING This Contract will not share in any distribution by us of dividends.

MISSTATEMENT OF AGE OR SEX We may require proof of age or sex of the Annuitant before making any Annuity Payments under this Contract which are measured by the Annuitant's life. If the age or sex of the Annuitant has been misstated, the amount payable will be the amount that the Account Value would have provided at the correct age or sex.

Once Annuity Payments have begun, any underpayments will be made up in one sum with the next Annuity Payment.

Any overpayments will be deducted from future Annuity Payments until the total is repaid.

PROTECTION OF PROCEEDS — No Beneficiary may commute, encumber, alienate or assign any payments under this Contract before they are due. To the extent permitted by law, no payments will be subject to the debts, contracts or engagements of any payee or to any judicial process to levy upon or attach the same for payment thereof.

REPORTS — At least once each calendar year we will furnish you with a report showing the Account Value and any other information as may be required by law. We will send you confirmations of certain transactions. Reports and confirmations will be sent to your last known address. You will have 60 days from the date you receive your report or confirmation to inform us of any errors in the report or confirmation, otherwise the report or confirmation will be deemed to be final and correct.

PREMIUM AND OTHER TAXES — Any taxes paid by us to any governmental entity relating to this Contract will be deducted from the Purchase Payments or Account Value when incurred. We will, at our sole discretion, determine when taxes relate to the Contract, including when they have resulted from: the investment experience of the Separate Account; receipt by us of the Purchase Payments; or commencement of Annuity Payments. We may, at our sole discretion, pay taxes when due and deduct that amount from the Account Value at a later date. Payment at an earlier date does not waive any right we may have to deduct amounts at a later date. We will deduct any withholding taxes required by applicable law.

EVIDENCE OF SURVIVAL — We may require satisfactory evidence of the continued survival of any person(s) on whose life Annuity Payments are based. We reserve the right to discontinue Annuity Payments until satisfactory proof of continued survival is received.

MODIFICATION OF CONTRACT — This Contract may be modified by us in order to maintain compliance with applicable state and federal law. This Contract may be changed or altered only in writing signed by our President or our Secretary.

INACTIVE CONTRACT — We may terminate this Contract by paying you the Account Value, in one sum if prior to the Annuity Date, you make no Purchase Payments for two consecutive Contract Years, the total amount of Purchase Payments made, less any partial withdrawals, is less than \$2,000, and the Account Value on or after the end of such two year period is less than \$2,000.

We will give you 60 days notice to make a Purchase Payment before we take any action.

ANNUITANT, OWNERSHIP, ASSIGNMENT PROVISIONS

OWNER — You, as the Owner, have all the interest and rights under this Contract. The Owner is the person designated as such on the Issue Date, unless changed.

You may change the Owner at any time. A change of Owner will automatically revoke any prior designation of Owner. A request for change must be:

1. by Notice; and
2. received by us at the Annuity Service Office.

The change will become effective as of the date the Notice is signed. A new designation of Owner will not apply to any payment made or action taken by us prior to the time the new designation was recorded at our Annuity Service Office. Any change of Owner is subject to our underwriting rules in effect at the time of the request.

JOINT OWNER — A Contract may be owned by Joint Owners, limited to two natural persons. Joint Owners have equal ownership rights and must both authorize any exercising of those ownership rights unless otherwise allowed by us. Upon the death of either Owner, the surviving Joint Owner will be deemed to be the primary Beneficiary.

ANNUITANT — The Annuitant is the person on whose life Annuity Payments are based. The Annuitant is the person designated by you as of the Issue Date, unless changed prior to the Annuity Date. The Annuitant may not be changed in a Contract which is owned by a non-natural person. Any change of Annuitant is subject to our underwriting rules in effect at the time of the request.

ASSIGNMENT — You may assign your rights under this Contract. We will not be bound by any assignment until Notice of the assignment is recorded by us. We are not responsible for the validity of any assignment. We will not be liable for any payment or other settlement made by us before we record the Notice of the assignment.

BENEFICIARY PROVISIONS

BENEFICIARY — The Beneficiary designation in effect on the Issue Date will remain in effect, unless changed. Unless you provide otherwise, the death benefit will be paid in equal shares or all to the Beneficiary(ies) as follows:

1. to the primary Beneficiary(ies) who survive you (or if the Owner is not a natural person, the Annuitant's death); or if there are none, then
2. to the contingent Beneficiary(ies) who survive you (or if the Owner is not a natural person, the Annuitant's death); or if there are none, then
3. to your estate.

If Joint Owners have been designated, unless you inform us otherwise, the surviving Joint Owner will be treated as the primary Beneficiary. Any other Beneficiary designation will be treated as a contingent Beneficiary unless otherwise indicated in a Notice to us.

CHANGE OF BENEFICIARY — Subject to the rights of any irrevocable Beneficiary, you may change the primary Beneficiary or contingent Beneficiary. A change may be made by filing a Notice with us. The change will take effect as of the date the Notice is signed. We will not be liable for any payment made or action taken before we record the change.

PURCHASE PAYMENT PROVISIONS

PURCHASE PAYMENTS — The initial Purchase Payment is due on the Issue Date. The Minimum Subsequent Purchase Payment and Maximum Total Purchase Payments permitted under this Contract, are shown on the Contract Schedule.

CHANGE IN PURCHASE PAYMENTS — Subject to the Minimum and Maximum Purchase Payments shown on the Contract Schedule, you may increase or decrease or change the frequency of subsequent Purchase Payments.

ALLOCATION OF PURCHASE PAYMENTS — The allocation of Purchase Payments is made in accordance with your selection made at the Issue Date. Unless you elect otherwise, subsequent Purchase Payments will be allocated in accordance with your initial selection. Allocation of the Purchase Payments is subject to the Allocation Requirements set forth on the Contract Schedule. If there are Joint Owners, unless we are instructed to the contrary, allocation instructions will be accepted from either one of the Joint Owners.

ACCOUNT VALUE PROVISION

ACCOUNT VALUE — Your Account Value for any Business Day is the sum of your interests in the Subaccounts of the Separate Account as of such Business Day.

The portion of your Account Value in a Subaccount is determined by multiplying the number of Accumulation Units allocated to the Contract for the Subaccount by the Accumulation Unit Value.

ACCOUNT FEE — We will deduct an Account Fee from your Account Value as set forth on the Contract Schedule.

SEPARATE ACCOUNT PROVISIONS

THE SEPARATE ACCOUNT — The Separate Account is designated on the Contract Schedule and consists of assets, which are kept separate from our General Account assets and all of our other segregated asset accounts. The assets of the Separate Account, equal to reserves and other liabilities of your Contract and those of other owners who have an interest in the Separate Account, will not be charged with liabilities arising out of any other business we may do.

The Separate Account assets are divided into Subaccounts. The assets of each Subaccount are allocated to an Investment Option.

INVESTMENTS OF THE SEPARATE ACCOUNT — Purchase Payments applied to the Separate Account are allocated to the Subaccounts of the Separate Account. We may, from time to time, add additional Investment Options. You may be permitted to transfer all or a portion of your Account Value to the additional Investment Option(s). However, the right to make any transfer will be limited by any terms and conditions in effect at the time of transfer.

If the shares of any of the Investment Options become unavailable for investment by the Separate Account, or we deem further investment in these shares inappropriate, we may prohibit or otherwise limit further purchase of such shares or substitute shares of another Investment Option for shares already purchased under this Contract, subject to obtaining any necessary regulatory approvals.

CHANGE IN OPERATION — We reserve the right to transfer assets of the Separate Account to another account, and to modify the structure or operation of the Separate Account, subject to obtaining any necessary regulatory approvals. If we do so, we guarantee that such modification will not affect your Account Value.

VALUATION OF ASSETS — Assets of the Separate Account are valued at their fair market value in accordance with our procedures.

ACCUMULATION UNIT — Accumulation Units shall be used to account for all amounts allocated to or withdrawn from a Subaccount of the Separate Account as a result of Purchase Payments, withdrawals, transfers, or fees and charges. We will determine the number of Accumulation Units of a Subaccount purchased or canceled. This is done by dividing the amount allocated to (or the amount withdrawn from) the Subaccount, by the dollar value of one Accumulation Unit of the Subaccount as of the end of the Business Day during which the Notice for the transaction is received at the Annuity Service Office.

ACCUMULATION UNIT VALUE — The initial Accumulation Unit Value for each Subaccount was set by us. Subsequent Accumulation Unit values for each Subaccount are determined by multiplying the Accumulation Unit Value for the immediately preceding Business Day by the Net Investment Factor of the Subaccount for the current Business Day.

The Accumulation Unit Value may increase or decrease from Business Day to Business Day.

NET INVESTMENT FACTOR — The Net Investment Factor for each Subaccount is determined by dividing A by B and multiplying by (1-C) where:

- A is (i) the net asset value per share of the Investment Option held by the Subaccount at the end of the current Business Day; plus
- (ii) any dividend or capital gains per share declared on behalf of such Investment Option that has an ex-dividend date as of the current Business Day.
- B is the net asset value per share of the Investment Option held by the Subaccount for the immediately preceding Business Day.
- C is (i) the Separate Account Product Charges which are shown on the Contract Schedule for each day since the last Business Day. The daily charge is equal to the annual Separate Account Product Charges divided by 365; plus
- (ii) a charge factor, if any, for any taxes or any tax reserve we have established as a result of the operation of this Subaccount.

PRODUCT CHARGES — We deduct Product Charges from the Separate Account and Account Value as shown on the Contract Schedule.

TRANSFER PROVISIONS

You may make certain transfers of your Account Value subject to the provisions set forth below. You may elect to make these transfers by telephone or other means acceptable to us. However, to elect this option you must first provide us with a Notice in a form that we may require. If there are Joint Owners, unless we are instructed to the contrary, transfer instructions will be accepted from either one of the Joint Owners. We will use reasonable procedures to confirm that instructions are genuine. Neither we nor our Annuity Service Office will be liable for any transfers made in accordance with your instructions. All transfers made on the same Business Day will be treated as one transfer. A transfer will be made as of the end of a Business Day when we receive a Notice containing all the required information necessary to process the request.

TRANSFERS DURING THE ACCUMULATION PERIOD

— During the Accumulation Period, you may ask us to transfer your Account Value from one Subaccount to another, subject to the following:

1. the maximum number of transfers per Contract Year is shown on the Contract Schedule;
2. we reserve the right to assess a transfer fee if the number of transfers exceeds the maximum number of permissible free transfers shown on the Contract Schedule;
3. the minimum and maximum amounts which may be transferred are shown on the Contract Schedule;
4. your right to make transfers is subject to limitations or modification by us if we determine, in our sole opinion, that the exercise of the right by one or more owners with interests in the Subaccount is, or would be, to the disadvantage of other owners. Restrictions may be applied in any manner reasonably designed to prevent any use of the transfer right that is considered by us to be to the disadvantage of other owners. A limitation or modification could be applied to transfers to, or from, one or more of the Subaccounts and could include, but is not limited to:
 - a. the requirement of a minimum time period between each transfer;
 - b. not accepting a transfer request from an agent acting under a power of attorney on behalf of more than one owner;
 - c. limiting the dollar amount that may be transferred between the Subaccounts by an owner at any one time;
 - d. requiring that a written transfer request be provided to us, signed by an owner;
5. to the extent permitted by applicable law, during times of drastic economic or market conditions, we may suspend the transfer privilege temporarily without notice and treat transfer requests based on their separate components

(a redemption order with a simultaneous request for purchase of another Subaccount). In such a case, the redemption order would be processed at the source Subaccount's next determined Accumulation Unit Value. However, the purchase into the new Subaccount would be effective at the next determined Accumulation Unit Value for the new Subaccount only after we receive the proceeds from the source Subaccount, or we otherwise receive cash on behalf of the source Subaccount;

6. transfers do not change the allocation instructions for future Purchase Payments or any pre-scheduled transfers.

TRANSFERS DURING THE ANNUITY PERIOD

Transfers made during the Annuity Period are subject to the following:

1. the maximum number of transfers between Subaccounts is shown on the Contract Schedule;
2. you may not make a transfer from the General Account to the Separate Account;
3. transfers among Subaccounts will be made by converting the number of Annuity Units being transferred to the number of Annuity Units of the Subaccount to which the transfer is made, so that the next Annuity Payment if it were made at that time would be the same amount that it would have been without the transfer. Thereafter, Annuity Payments will reflect changes in the value of the new Annuity Units; and
4. you may make a transfer from the Separate Account to the General Account. The amount transferred to the General Account from a Subaccount of the Separate Account will be equal to the product of "(a)" multiplied by "(b)" multiplied by "(c)", where (a) is the number of Annuity Units representing your interest in the Subaccount per Annuity Payment; (b) is the Annuity Unit value for the Subaccount; and (c) is the present value of \$1.00 per payment period for the remaining annuity benefit period based on the Attained Age of the Annuitant at time of transfer, and calculated using the same actuarial basis as the Variable Annuity rates applied on the Annuity Date for the Annuity Option elected. Amounts transferred to the General Account will be applied under the Annuity Option elected at the Attained Age of the Annuitant at the time of the transfer using the Fixed Annuity Option Table. If at the time of transfer, the then current Fixed Annuity Option rates applicable to this class of contracts provide a greater payment, the greater payment will be made. All amounts and Annuity Unit values will be determined as of the end of the Business Day on which we receive a Notice.

DEATH BENEFIT PROVISIONS

DEATH OF OWNER DURING THE ACCUMULATION PERIOD

— During the Accumulation Period, the death benefit will be paid to your Beneficiary(ies) upon your death, or upon the first death of a Joint Owner.

DEATH BENEFIT AMOUNT DURING THE ACCUMULATION PERIOD — The death benefit is the Account Value determined as of the end of the Business Day on which we have received both due proof of death and an election for the payment method. The death benefit amount in the Separate Account remains in the Separate Account until distribution begins. From the time the death benefit determined until complete distribution is made, any amount in the Separate Account will continue to be subject to investment risk. This risk is borne by the Beneficiary.

DEATH BENEFIT OPTIONS DURING THE ACCUMULATION PERIOD — A Beneficiary must elect the death benefit to be paid under one of the options below (unless the Owner has previously made such election) in the event of the death of an Owner during Accumulation Period. In addition, if the Beneficiary is the spouse of the Owner, he or she may elect to continue the Contract in his or her own name and exercise all the Owner's rights under the Contract. The death benefit options available under the Contract are:

Option 1 — lump sum payment of the death benefit; or

Option 2 — the payment of the entire death benefit within five (5) years of the date of the death of the Owner or the first Joint Owner to die; or

Option 3 — payment of the death benefit under an Annuity Option over the lifetime of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary with distribution beginning within one year of the date of death of the Owner or the first Joint Owner to die.

Any portion of the death benefit not applied under Option 3 within one (1) year of the date of the Owner's or Joint Owner's death must be distributed within five (5) years of the date of death.

If a lump sum payment is requested, the amount will be paid within seven (7) days of receipt of proof of death and the election, unless the Suspension or Deferral of Provision is in effect.

Payment to the Beneficiary, other than in a lump sum, may only be elected during the sixty (60) day period beginning with the date of receipt of proof of death.

DEATH OF OWNER DURING THE ANNUITY

PERIOD — If the Owner or a Joint Owner, who is not the Annuitant, dies during the Annuity Period, any remaining payments under the Annuity Option elected will continue at least as rapidly as under the method of distribution in effect at the time of the Owner's death. Upon the death of the Owner or a Joint Owner during the Annuity Period, the Beneficiary becomes the Owner.

DEATH OF ANNUITANT — Upon the death of an Annuitant, who is not the Owner or Joint Owner, during the Accumulation Period, the Owner automatically becomes the Annuitant. The Owner may select a new Annuitant if the Owner does not want to be the Annuitant. Any new Annuitant designation will be subject to the Company's underwriting rules then in effect. However, if the Owner is a non-natural person, the death of the primary Annuitant will be treated as the death of the Owner.

Upon the death of the Annuitant during the Annuity Period, the death benefit, if any, will be as specified in the Annuity Option elected. Death benefits will be paid at least as rapidly as under the method of distribution in effect at the Annuitant's death.

PAYMENT OF DEATH BENEFIT — We will require due proof of death before any death benefit is paid. Due proof of death will be:

1. a certified death certificate;
2. a certified decree of a court of competent jurisdiction as to the finding of death;
3. a written statement by a licensed medical doctor who attended the deceased; or
4. any other proof satisfactory to us.

Any death benefit will be paid in accordance with applicable law or regulations governing death benefit payments.

In all events, this Contract will be continued and administered in accordance with Section 72 (s) of the Internal Revenue Code, as amended.

WITHDRAWAL PROVISIONS

WITHDRAWALS — Prior to the Annuity Date, you may, upon Notice to us, make a total or partial withdrawal of the Withdrawal Value. A withdrawal will result in the cancellation of Accumulation Units from each applicable Subaccount of the Separate Account in the ratio that the Account Value in the Subaccount bears to the total Account Value. You must specify in a Notice to us from which Subaccount(s) values are to be withdrawn if other than the above method is desired. We will pay the amount of any withdrawal within seven (7) days of receipt of the Notice in good order unless the Suspension or Deferral of Payments or Transfers from the Separate Account provision is in effect.

Each partial withdrawal must be for an amount which is not less than the minimum shown on the Contract schedule or, if smaller, the remaining Withdrawal Value. If the withdrawal would result in the Account Value being less than the Minimum Withdrawal Value which must remain in the Contract after a Partial Withdrawal as shown on the Contract schedule we will treat the withdrawal request as a request for a full withdrawal.

WITHDRAWAL CHARGE — Upon withdrawal of all or a portion of the Account Value, a Withdrawal Charge as set forth on the Contract schedule may be assessed. Under certain circumstances, described on the Contract schedule, a withdrawal may be made without the imposition of a Withdrawal Charge. For a partial withdrawal, the Withdrawal Charge will be deducted from the remaining Account Value, if sufficient, or from the amount withdrawn.

For a partial withdrawal, the Withdrawal Charge will be deducted from the remaining Account Value, if sufficient, or from the amount withdrawn.

ANNUITY PROVISIONS

ANNUITY DATE — The Annuity Date is shown on the Contract Schedule. Prior to the Annuity Date, you may, subject to the Annuity Requirements set forth on the Contract

Schedule, change the Annuity Date upon thirty (30) days prior Notice to us.

ELECTION OF ANNUITY OPTION — The Annuity Option is elected by you. If no Annuity Option is elected, Option 2 - Life Annuity with Ten (10) Years of Annuity Payments Guaranteed will automatically be applied. Upon thirty (30) days Notice prior to the Annuity Date you may change the Annuity Option.

ANNUITY OPTIONS — You may elect to receive Annuity Payments monthly, quarterly, semi-annually or annually. The following Annuity Options, or any other Annuity Option acceptable to you and us, may be elected:

Option 1 — Life Annuity — We will make Annuity Payments, payable at the frequency elected, during the lifetime of the Annuitant and terminating with the last payment due prior to the Annuitant's death.

Option 2 — Life Annuity with 10 Years of Annuity Payments Guaranteed - We will make Annuity Payments, payable at the frequency elected, during the lifetime of the Annuitant with a guarantee that if at the Annuitant's death there have been less than 10 years of Annuity Payments made as selected, Annuity Payments will continue for the remainder of the Guaranteed Period. You may elect to have the present value of the guaranteed Variable Annuity Payments remaining, as of the date due proof of the Annuitant's death is received at our Annuity Service Office, commuted at the Assumed Investment Return selected. We will require the return of this Contract and proof of death prior to the payment of any commuted values.

Option 3 — Joint and Last Survivor Annuity — We will make Annuity Payments, payable at the frequency elected, during the joint lifetime of the Annuitant and the Joint Annuitant. Upon the death of either the Annuitant or Joint Annuitant, Annuity Payments will continue to be paid during the remaining lifetime of the survivor. Annuity Payments cease with the final Annuity Payment due prior to the last survivor's death.

Option 4 — Joint and Last Survivor Annuity with 10 Years of Annuity Payments Guaranteed — We will make Annuity Payments, payable at the frequency elected, during the joint lifetime of the Annuitant and the Joint Annuitant. Upon the death of either the Annuitant or Joint Annuitant, Annuity Payments will continue to be paid during the remaining lifetime of the survivor. If at the last death of the Annuitant and the Joint Annuitant, there have been less than 10 years of Annuity Payments made as selected, Annuity Payments will continue to be made for the remainder of the Guaranteed Period. You may elect to have the present value of the guaranteed Variable Annuity Payments remaining, as of the date due proof of the Annuitant's death is received at our Annuity Service Office, commuted at the Assumed Investment Return selected. We will require the return of this Contract and proof of death prior to the payment of any commuted values.

ANNUITY — You can elect to have the Annuity Option payable as Fixed Annuity Payments or Variable Annuity Payments or a combination. Fixed Annuity Payments are

guaranteed as to dollar amount. Variable Annuity Payments will reflect the investment experience of the Separate Account in accordance with the allocation of the Account Value to the Subaccounts. Unless another payee is designated, you will be the payee of the Annuity Payments.

The Adjusted Account Value will be applied to the applicable Fixed and/or Variable Annuity Tables to determine your first Annuity Payment. The Adjusted Account Value is determined on the Annuity Calculation Date which is a Business Day no more than five Business Days prior to the Annuity Date. The Adjusted Account Value is the Account Value, less any Premium and Other Taxes or other applicable taxes and less the Account Fee. The amount of the first payment for each \$1,000 of Adjusted Account Value is shown in the Annuity Tables.

FIXED ANNUITY — Fixed Annuity Payments are based upon the Annuity Option elected, the Annuitant's Attained Age and sex, and the appropriate Fixed Annuity Option Table. If, as of the Annuity Calculation Date, the then-current Fixed Annuity Option rates applicable to this class of contracts provide an Annuity Payment greater than that which is guaranteed under the same Annuity Option under this Contract, then the greater payment will be made.

VARIABLE ANNUITY — Variable Annuity Payments are not predetermined as to dollar amount; and will increase or decrease in proportion to the amount that the Net Investment Factor exceeds the Assumed Investment Return selected.

The dollar amount of the first Variable Annuity Payment is determined as follows. The first Variable Annuity Payment will be based upon the Annuity Option elected, the Annuitant's Attained Age and sex, and the appropriate Variable Annuity Option Table. If, as of the Annuity Calculation Date, the then current Variable Annuity Option rates applicable to this class of Contracts provide a first Annuity Payment greater than that which is guaranteed under the same Annuity Option under this Contract, the greater payment will be made.

The dollar amount of Variable Annuity Payments for each applicable Subaccount after the first payment is determined as follows:

1. the dollar amount of the first Variable Annuity Payment is divided by the value of an Annuity Unit for each applicable Subaccount as of the Annuity Calculation Date. This establishes the number of Annuity Units for each monthly payment. The number of Annuity Units for each applicable Subaccount remains fixed during the Annuity Period, unless you transfer values from the Subaccount to another Subaccount;
2. the fixed number of Annuity Units per payment in each Subaccount is multiplied by the Annuity Unit value for that Subaccount for the Business Day for which the Annuity Payment is being calculated. This result is the dollar amount of the payment for each applicable Subaccount, less any Account Fee.

The total dollar amount of each Variable Annuity Payment is the sum of all Subaccount Variable Annuity Payments.

ANNUITY UNIT — The initial Annuity Unit Value for each Subaccount of the Separate Account was set by us.

The subsequent Annuity Unit value for each Subaccount is determined by multiplying the Annuity Unit value for the immediately preceding Business Day by the Net Investment Factor for the Subaccount for the current Business Day and multiplying the result by a factor for each day since the last Business Day which offsets the Assumed Investment Return used to develop the Variable Annuity Tables. You select the Assumed Investment Return (which must be acceptable to us) to be used at the time this Contract is issued. Upon thirty (30) days Notice, prior to the Annuity Date, you may change the selected Assumed Investment Return. If you do not select an Assumed Investment Return, the Assumed Investment Return will be the one shown in the Annuity Requirements on the Contract Schedule.

FREQUENCY AND AMOUNT OF ANNUITY PAYMENTS — Annuity Payments will be paid as monthly installments or at any frequency acceptable to you and us. The Adjusted Account Value on the Annuity Calculation Date is applied to the Annuity Table for the Annuity Option elected. If the amount of the Adjusted Account Value to be applied under an Annuity Option is less than \$5,000, we reserve the right to make one lump sum payment in lieu of Annuity Payments. If the amount of any Annuity Payment would be or becomes less than \$100, we may reduce the frequency of payments to an interval which will result in each payment being at least \$100.

ANNUITY PAYMENT GUARANTEE — We guarantee that the dollar amount of each Variable Annuity Payment after the first Annuity Payment will not be affected by variations in actual mortality experience or expenses, but only by investment experience. The amount of each Fixed Annuity Payment will not change.

BASIS OF PAYMENTS — The Annuity Tables are based on the tables defined under the Annuity Requirements set forth on the Contract Schedule.

SUSPENSION OR DEFERRAL OF PAYMENTS OR TRANSFERS FROM THE SEPARATE ACCOUNT

We reserve the right to suspend or postpone payments for a withdrawal or transfer for any period when:

1. the New York Stock Exchange is closed (other than customary weekend and holiday closings);
2. trading on the New York Stock Exchange is restricted;
3. an emergency exists as a result of which disposal of securities held in the Separate Account is not reasonably practicable or it is not reasonably practicable to determine the value of the Separate Account's net assets; or
4. during any other period when the Securities and Exchange Commission, by order, so permits for the protection of the Owner.

The applicable rules and regulations of the Securities and Exchange Commission will govern as to whether the conditions described in (2) and (3) exist.

RESERVES, VALUES AND BENEFITS

All reserves are greater than, or equal to, those required by statute. Any values and death benefits that may be available under this Contract are not less than the minimum benefits required by any law of the state in which this Contract is delivered.

FIXED ANNUITY TABLES AND VARIABLE ANNUITY TABLES

AMOUNT OF FIRST MONTHLY PAYMENT PER \$1000 OF CONTRACT VALUE

Annuitant Only

Option 1: Life Annuity

Attained Age of Annuitant	Male	Female
55	3.95	3.72
60	4.30	4.01
65	4.75	4.40
70	5.37	4.92
75	6.24	5.64
80	7.43	6.68
85	9.08	8.22

Option 2: Life Annuity with 10 Years of Annuity Payments Guaranteed

Attained Age of Annuitant	Male	Female
55	3.93	3.71
60	4.26	3.99
65	4.68	4.36
70	5.23	4.84
75	5.92	5.47
80	6.73	6.29
85	7.61	7.26

Annuitant and Joint Annuitant

Option 3: Joint and Last Survivor Life Annuity

Attained Age of Male Annuitant	Age of Female Joint Annuitant				
	10 Years Younger	5 Years Younger	Same Age	5 Years Older	10 Years Older
55	3.21	3.33	3.44	3.56	3.66
60	3.37	3.52	3.67	3.81	3.94
65	3.58	3.77	3.96	4.15	4.33
70	3.84	4.09	4.35	4.61	4.85
75	4.19	4.53	4.89	5.25	5.58
80	4.66	5.13	5.64	6.15	6.59
85	5.31	5.98	6.71	7.42	8.02

Option 4: Joint and Last Survivor Annuity with 10 Years of Annuity Payments Guaranteed

Attained Age of Male Annuitant	Age of Female Joint Annuitant				
	10 Years Younger	5 Years Younger	Same Age	5 Years Older	10 Years Older
55	3.21	3.33	3.44	3.55	3.66
60	3.37	3.52	3.67	3.81	3.94
65	3.58	3.76	3.96	4.15	4.32
70	3.84	4.09	4.35	4.60	4.83
75	4.19	4.52	4.87	5.22	5.51
80	4.65	5.10	5.58	6.03	6.38
85	5.27	5.88	6.50	7.02	7.35

Monthly installments for ages not shown will be furnished on request.

MetLifeInvestors®

MetLife Investors USA Insurance Company
222 Delaware Avenue, Suite 900
P.O. Box 25130
Wilmington, DE 19899

ENHANCED DOLLAR COST AVERAGING RIDER

This Rider forms a part of the Contract to which it is attached, and is effective upon issuance. The terms of this Rider apply to the Contract when, prior to the Annuity Date, Purchase Payments are allocated to the Enhanced Dollar Cost Averaging Account (EDCA Account) that is a part of our General Account. In the case of a conflict with any provision of the Contract, the provisions of this Rider will control.

If you request to participate in the Enhanced Dollar Cost Averaging program, we will open an EDCA Account for you. The EDCA Account will provide for transfers to any of the Subaccounts of the Separate Account over a 6 or 12 month period, as you have selected. You may also select any other time period that we may declare. All Purchase Payments applied to this program will be allocated to your EDCA Account. No transfers may be made into this Account.

Under the Enhanced Dollar Cost Averaging program, a specified dollar amount of Account Value will be transferred on a monthly basis from your EDCA Account to any of the Subaccounts of the Separate Account. The initial dollar amount transferred will be equal to the initial amount allocated to your EDCA Account divided by the number of months in the time period you have selected.

The first transfer will be made on the date the Purchase Payment is allocated to the EDCA Account. Subsequent transfers will be made each month thereafter on the same day. However, transfers will be made on the 1st day of the following month for Purchase Payments allocated on the 29th, 30th or 31st day of a month. If such a day is not a Business Day the transfer will take place on the next Business Day. Transfers will continue on a monthly basis until all amounts are transferred from the EDCA Account. Your EDCA Account will be terminated as of the last transfer.

The interest rate earned on your EDCA Account will be the Minimum Guaranteed Interest Rate for our Fixed Account, plus any additional interest, which we may declare from time to time.

You can have only one dollar cost averaging account at any given time. You may allocate subsequent Purchase Payments to your existing EDCA Account. The allocation of subsequent Purchase Payments to an existing EDCA Account increases the monthly dollar amount of Account Value transferred and thereby accelerates the time period over which transfers are made. The new dollar amount transferred out of the EDCA Account will be determined by dividing each new allocation by the number of months the EDCA Account is based upon and adding that amount to the existing transfer amount. Each allocation resulting from a subsequent Purchase Payment will earn interest at the then-current interest rate applied to new allocations to an EDCA Account of the same monthly term. Allocations resulting from each Purchase Payment, along with the interest credited thereon, will be transferred on a First-in-First-out (FIFO) basis.

If you terminate your participation in this program, all money remaining in the EDCA Account will be transferred to the Subaccounts in accordance with the percentages you have chosen for the EDCA, unless you specify otherwise.

MetLife Investors USA Insurance Company has caused this Rider to be signed by its President and Secretary.



Secretary



President

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MetLifeInvestors®

MetLife Investors USA Insurance Company
222 Delaware Avenue, Suite 900
P.O. Box 25130
Wilmington, DE 19899

THREE MONTH MARKET ENTRY RIDER

This Rider forms a part of the Contract to which it is attached, and is effective upon issuance. The terms of this Rider apply to the Contract when, prior to the Annuity Date, Purchase Payments are allocated to the Three Month Market Entry Account (TMME Account) that is a part of our General Account. In the case of a conflict with any provision of the Contract, the provisions of this Rider will control.

If you request to participate in the Three Month Market Entry program, we will open a TMME Account for you. The TMME Account will provide for transfers to any of the Subaccounts of the Separate Account over a 3 month period, as you have selected. You may also select any other time period that we may declare. All Purchase Payments applied to this program will be allocated to your TMME Account. No transfers may be made into this Account.

Under the Three Month Market Entry program, a specified dollar amount of Account Value will be transferred on a monthly basis from your TMME Account to any of the Subaccounts of the Separate Account. The initial dollar amount transferred will be equal to the initial amount allocated to your TMME Account divided by the number of months in the time period you have selected.

The first transfer will be made on the date the Purchase Payment is allocated to the TMME Account. Subsequent transfers will be made each month thereafter on the same day. However, transfers will be made on the 1st day of the following month for Purchase Payments allocated on the 29th, 30th or 31st day of a month. If such a day is not a Business Day the transfer will take place on the next Business Day. Transfers will continue on a monthly basis until all amounts are transferred from the TMME Account. Your TMME Account will be terminated as of the last transfer.

The interest rate earned on your TMME Account will be the Minimum Guaranteed Interest Rate for our Fixed Account, plus any additional interest, which we may declare from time to time.

You can have only one Three Month Market Entry Account at any given time. You may allocate subsequent Purchase Payments to your existing TMME Account. The allocation of subsequent Purchase Payments to an existing TMME Account increases the monthly dollar amount of Account Value transferred and thereby accelerates the time period over which transfers are made. The new dollar amount transferred out of the TMME Account will be determined by dividing each new allocation by the number of months the TMME Account is based upon and adding that amount to the existing transfer amount. Each allocation resulting from a subsequent Purchase Payment will earn interest at the then-current interest rate applied to new allocations to a TMME Account of the same monthly term. Allocations resulting from each Purchase Payment, along with the interest credited thereon, will be transferred on a First-in-First-out (FIFO) basis.

If you terminate your participation in this program, all money remaining in the TMME Account will be transferred to the Subaccounts in accordance with the percentages you have chosen for the TMME, unless you specify otherwise.

MetLife Investors USA Insurance Company has caused this Rider to be signed by its President and Secretary.



Secretary



President

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GUARANTEED MINIMUM DEATH BENEFIT (GMDB) RIDER

This Rider forms a part of the Contract to which it is attached and is effective as of the Effective Date shown on the Contract Schedule. In the case of a conflict with any provision of the Contract, the provisions of this Rider will control, including but not limited to the Enhanced Dollar Cost Averaging (EDCA) Rider. Your election of this Rider is irrevocable and its provisions will remain part of the Contract until terminated in accordance with the provisions below. This Rider amends the Contract as follows:

This Rider guarantees that your Death Benefit Amount, as defined below, during the Accumulation Period will be determined based on the following requirements. Under this Rider, your Purchase Payment allocations and all transfers, and reallocations of your Account Value must meet the following allocation limits applicable to the Subaccounts and other accounts included by rider as set forth in the section on Allocation, Transfer and Rebalancing below.

1. DEFINITIONS

For purposes of the Rider, the term "Effective Date" is defined to mean the date this Rider is issued and made an effective part of your Contract. The Effective Date must be on the Issue Date or a Contract Anniversary

2. DEATH BENEFIT PROVISIONS

The following replaces the "Death Benefit Amount During The Accumulation Period" section of the "Death Benefit Provisions:"

DEATH BENEFIT AMOUNT DURING THE ACCUMULATION PERIOD

Death Benefit

The death benefit ("Death Benefit Amount") will be the greater of:

1. the Account Value; or
2. the Death Benefit Base, which is the greater of a) or b):
 - (a) Highest Anniversary Value: On the Effective Date we set this value equal to your Account Value. If the Effective Date is the same as the Issue Date, we set this value equal to your initial Purchase Payment. During each subsequent Contract Year, we increase this value by any Purchase Payments made and reduce it proportionately by the Percentage Reduction, as defined below, in Account Value attributable to any partial withdrawals taken. On every subsequent Contract Anniversary prior to the Last Highest Anniversary Date shown on the Contract Schedule, we compare this value to the current Account Value and we set the Highest Anniversary Value equal to the higher amount.
 - (b) Annual Increase Amount: On the Effective Date, we set this amount equal to your Account Value. If the Effective Date is the same as the Issue Date, we set this value equal to your initial Purchase Payment. For purposes of this calculation, if this Rider is effective on the Issue Date, all Purchase Payments credited within 120 days of the Issue Date will be treated as if received on the Issue Date. After the Effective Date, this amount will equal:
 - (i) The sum total of the Annual Increase Amount on the Effective Date and each Purchase Payment accumulated at the Annual Increase Accumulation Rate, shown on the Contract Schedule, prior to the Last Increase Date, shown on the Contract Schedule, from the date the Purchase Payment is made, less

- (ii) The sum total of each Withdrawal Adjustment as defined below for any partial withdrawal accumulated at the Annual Increase Accumulation Rate, prior to the Last Increase Date, from the date of withdrawal.

For purposes of calculating the Annual Increase Amount when the GMDB Rider Charge is assessed, the Annual Increase Accumulation Rate will be applied through the end of the prior Contract Year.

We define the Percentage Reduction in Account Value attributable to a partial withdrawal as the computation of dividing the dollar amount of the withdrawal plus any applicable Withdrawal Charges by the Account Value immediately preceding such withdrawal. When we reduce a value proportionately by the Percentage Reduction in Account Value attributable to a partial withdrawal we multiply that value by 1 minus the Percentage Reduction.

The Withdrawal Adjustment for any partial withdrawal in a Contract Year is defined to equal the Annual Increase Amount immediately prior to the withdrawal multiplied by the Percentage Reduction in Account Value attributable to that partial withdrawal. However, if all partial withdrawals in a Contract Year are payable to the Owner (or Annuitant if the Owner is a non-natural person) or other payees that we agree to in writing and if total partial withdrawals in a Contract Year are not greater than the Annual Increase Amount on the previous Contract Anniversary multiplied by the Dollar-for-Dollar Withdrawal Percentage shown on the Contract Schedule, the total Withdrawal Adjustments for that Contract Year will be set equal to the dollar amount of total partial withdrawals in that Contract Year and treated as a single withdrawal at the end of that Contract Year.

The Death Benefit Amount is determined as of the end of the Business Day on which we received written notice of both due proof of death and the first acceptable election for the payment method. Any excess of the Death Benefit Amount over the Account Value will be allocated to each applicable Subaccount (and/or other account option included by rider) in the ratio that the portion of the Account Value in an Subaccount (and/or other account) bears to the total Account Value. If the Death Benefit Amount is not paid immediately in a lump sum, any portion of the Death Benefit Amount in the Separate Account remains in the Separate Account until distribution begins and the allocation, transfers and rebalancing limits will no longer apply. From the time the Death Benefit Amount is determined until complete distribution is made, any amount in the Separate Account will be subject to investment risk. This risk is borne by the Beneficiary(ies).

Spousal Continuation

If the Owner dies during the Accumulation Period and if the surviving spouse continues the Contract under the Spousal Continuation Option of the Contract, the Account Value under the continued Contract will be adjusted to an amount equal to the Death Benefit Amount that would have been payable at the Owner's death. Any excess of the Death Benefit Amount over the Account Value will be allocated to each applicable Subaccount (and/or other account included by rider) in the ratio that the portion of the Account Value in such Subaccount (and/or other account) bears to the total Account Value.

In addition, if the Contract is continued under the Spousal Continuation Option, the Death Benefit Amount payable upon the continuing spouse's death will be the greater of

1. the Account Value; or
2. the Death Benefit Base, which is the greater of (a) or (b):
 - (a) Highest Anniversary Value under a Spousal Continuation: Under a spousal continuation of the Contract, we set this value equal to the Account Value under the continued Contract as of the date it is adjusted for spousal continuation as described above. During each subsequent Contract Year, we increase this value by any Purchase Payments made and reduce it proportionately by the Percentage Reduction in Account Value attributable to any partial withdrawals taken. On every subsequent Contract Anniversary prior to the Last Highest Anniversary Date (the continuing spouse's age would apply), we compare this value to the current Account Value and we set the Highest Anniversary Value equal to the higher amount.

- (b) Annual Increase Amount under a Spousal Continuation: Under a spousal continuation we set the Annual Increase Amount equal to the Account Value under the continued Contract as of the date it is adjusted for spousal continuation as described above. After that date, the Annual Increase Amount is equal to:
 - (i) the sum total of the Account Value under the continued Contract as of the date it is adjusted for spousal continuation, as described above, and each Purchase Payment accumulated at the Annual Increase Accumulation Rate, prior to the Last Increase Date (the continuing spouse's age would apply), from that date and each Purchase Payment made after that date accumulated at the Annual Increase Accumulation Rate from the date such Purchase Payment is made; less
 - (ii) the sum total of each Withdrawal Adjustment for each partial withdrawal taken after the date the Account Value is adjusted for spousal continuation, as described above, accumulated at the Annual Increase Accumulation Rate, prior to the Last Increase Date, from the date of withdrawal.

Optional Step-Up

On any Contract Anniversary on or after the GMDb First Optional Step-Up Date shown on your Contract Schedule, you may elect an Optional Step-Up provided the amount of time that has elapsed since the last Optional Step-Up is at least equal to the GMDb Optional Step-Up Waiting Period shown on your Contract Schedule. You may elect by Notice an Optional Step-Up provided that:

1. The Account Value exceeds the Annual Increase Amount immediately before the Step-Up, and
2. Your Attained Age on the Optional Step-Up Date (or the age of the oldest Joint Owner, or of the Annuitant if the Owner is a non-natural person) does not exceed the Maximum Optional Step-Up Age as shown on your Contract Schedule.

You may elect an Optional Step-Up by providing Notice to us in accordance with our administrative procedures. The Optional Step-Up will take effect on the Contract Anniversary following receipt of such Notice.

The Optional Step-Up election will:

- (a) reset the Annual Increase Amount to the Account Value on the Contract Anniversary following receipt of an Optional Step-Up election. All Purchase Payments and Withdrawal Adjustments previously used to calculate the Annual Increase Amount will be set equal to zero on the Step-Up date, and the Account Value on the Step-Up date will be treated as a single Purchase Payment received on that date for purposes of determining the Annual Increase Amount.
- (b) reset the GMDb Rider Charge to a rate we shall determine that does not exceed the Maximum Optional Step-Up Charge, as shown on your Contract Schedule, provided that this rate will not exceed the rate currently applicable to the same rider available for new contract purchases at the time of Step-Up.

Allocation, Transfer, and Rebalancing

While this Rider is in force, unless otherwise provided in the Contract Schedule, all allocations to or transfers among Subaccounts and any other accounts included by rider are limited as follows:

Each Purchase Payment, or your Account Value on the Effective Date, must be allocated in accordance with either subsection (1) or (2) below:

1. You must allocate your Purchase Payments or your Account Value on the Effective Date to the GMDb Subaccounts and other accounts included by rider shown on the Contract Schedule.
2. You must allocate your Purchase Payments or your Account Value on the Effective Date in accordance with the following allocation requirements:

- (a) A percentage, at least equal to the Platform 1 Minimum Percentage shown on the Contract Schedule, must be allocated to any combination of Subaccounts that we classify as Platform 1 Subaccounts and other accounts included by rider, shown on the Contract Schedule;
- (b) A percentage, not to exceed the Platform 2 Maximum Percentage shown on the Contract Schedule, may be allocated to any combination of Subaccounts that we classify as Platform 2 Subaccounts, shown on the Contract Schedule;
- (c) A percentage, not to exceed the Platform 3 Maximum Percentage shown on the Contract Schedule, may be allocated to any combination of Subaccounts that we classify as Platform 3 Subaccounts, shown on the Contract Schedule; and
- (d) A percentage, not to exceed the Platform 4 Maximum Percentage shown on the Contract Schedule, may be allocated to any combination of Subaccounts that we classify as Platform 4 Subaccounts, shown on the Contract Schedule.

If you chose to allocate a Purchase Payment to the EDCA Account, then the entire Purchase Payment must be allocated only to the EDCA Account. In addition, all transfers from an EDCA Account must be allocated to the same Subaccounts, and other accounts included by rider, as your most recent allocations for Purchase Payments, or your Account Value on the Effective Date.

Your Account Value will be rebalanced on a quarterly basis based on your most recent Purchase Payment allocation among the Subaccounts or other accounts included by rider that complies with the allocation limitations described above. Rebalancing will also occur on a date when a subsequent Purchase Payment is received, if accompanied by new allocation instructions (in addition to the quarterly rebalancing). Quarterly rebalancing will first occur on the date that is three months from the Effective Date; provided however, rebalancing will be made on the 1st day of the following month if a quarterly rebalancing date occurs on the 29th, 30th or 31st of a month. Subsequent rebalancing will be made each quarter thereafter on the same day. In addition, if a quarterly rebalancing date is not a Business Day the reallocation will occur on the next Business Day. Withdrawals from the Contract will not result in rebalancing on the date of withdrawal.

You may change your Purchase Payment allocations instructions at anytime upon Notice to us, provided that such instructions must comply with the allocation limits described above in subsections (1) and (2). If you provide new allocation instructions for Purchase Payments and if these instructions conform to the allocation limits described above, future Purchase Payment and EDCA Account transfer allocations and quarterly rebalancing will be made in accordance with the revised allocation instructions.

Any transfer request must result in an Account Value that meets the allocation limits described above. Any transfer request will not cause your Purchase Payment allocation instructions to change unless a separate instruction is provided to us at the time of transfer.

The Company will determine whether a Subaccount or any other accounts included by rider is classified as Platform 1, Platform 2, Platform 3 or Platform 4. We may determine or change the classification of a Subaccount or other accounts included by rider in the event a Subaccount or its underlying investment option or any other accounts included by rider is added, deleted, substituted, merged or otherwise reorganized. In that case, any change in classification will only take effect as to your Contract in the event you make a new Purchase Payment or request a transfer among Subaccounts and any other accounts included by rider. We will provide you with prior written notice of any changes in classification of Subaccounts or any other accounts included by rider.

3. TERMINATION OF RIDER

This Rider will terminate upon the earliest of:

- (a) The date you make a total withdrawal of your Account Value;
- (b) The date there are insufficient funds to deduct the GMDB Rider Charge from Your Account Value;
- (c) The date you annuitize your Contract;
- (d) A change of the Owner or Joint Owner (or Annuitant if the Owner is a non-natural person), subject to our administrative procedures;
- (e) The date you assign your Contract, subject to our administrative procedures;
- (f) The date the Death Benefit Amount is determined (excluding the determination of the Death Benefit Amount under the Spousal Continuation Option); or
- (g) Termination of the Contract to which this Rider is attached.

4. GMDB RIDER CHARGE

The GMDB Rider Charge is equal to the specified percentage shown on the Contract Schedule multiplied by the Death Benefit Base at the end of the prior Contract Year prior to any Optional Step-Up. The charge is assessed for the prior Contract Year at each Contract Anniversary following the Effective Date. If you take a full withdrawal or apply any portion of your Adjusted Account Value to an Annuity Option, a pro rata portion of the GMDB Rider Charge will be assessed based on the number of months from the last Contract Anniversary to the date of withdrawal or application to an Annuity Option. The GMDB Rider Charge may only be changed as a result of an Optional Step-Up.

The GMDB Rider Charge will be deducted from your Account Value. This deduction will result in the cancellation of Accumulation Units from each applicable Subaccount (and/or reduction of any portion of the Account Value allocated to any other accounts included by rider) in the ratio that the portion of the Account Value in such Subaccount (and/or other accounts included by rider) bears to the total Account Value.

5. MISSTATEMENT OF AGE OR SEX

The "Misstatement of Age or Sex" provision is modified to provide that we may also require proof of age of any Owner.

MetLife Investors USA Insurance Company has caused this Rider to be signed by its Secretary.

MetLife Investors USA Insurance Company



Secretary

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MetLife Investors USA Insurance Company

222 Delaware Avenue, Suite 900

Wilmington, DE 19899

SPOUSAL CONTINUATION ENDORSEMENT

As of the Issue Date, this Endorsement shall be attached to and form a part of the Contract. In the case of a conflict with any provisions of the Contract, including the Guaranteed Minimum Death Benefit (GMDB) Rider, the provisions of this rider will control.

A Spousal Continuation section is added to the Guaranteed Minimum Income Benefit Rider if the Guaranteed Minimum Income Benefit Rider is issued with the GMDB Rider as follows:

Spousal Continuation

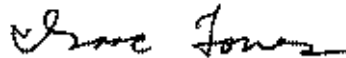
If the Owner dies during the Accumulation Period and if the surviving spouse continues the Contract under the Spousal Continuation Option of the Contract, if the Income Base is greater than the Account Value, the Account Value under the continued Contract will be adjusted to an amount equal to the Income Base as of the date the death benefit is added to the Account Value under the GMDB Rider. Any excess of the Income Base over the Account Value will be allocated to each applicable Subaccount (and/or other account included by rider) in the ratio that the portion of the Account Value in such Subaccount (and/or other account) bears to the total Account Value.

In addition, if the Contract is continued under the Spousal Continuation Option, the Income Base will be the greater of (a) or (b):

- (a) Highest Anniversary Value under a Spousal Continuation: Under a spousal continuation of the Contract, we set this value equal to the Account Value under the continued Contract as of the date it is adjusted for spousal continuation as described above. During each subsequent Contract Year, we increase this value by any Purchase Payments made and reduce it proportionately by the Percentage Reduction in Account Value attributable to any partial withdrawals taken. On every subsequent Contract Anniversary prior to the Last Highest Anniversary Date (the continuing spouse's age would apply), we compare this value to the current Account Value and we set the Highest Anniversary Value equal to the higher amount.
- (b) Annual Increase Amount under a Spousal Continuation: Under a spousal continuation we set the Annual Increase Amount equal to the Account Value under the continued Contract as of the date it is adjusted for spousal continuation as described above. After that date, the Annual Increase Amount is equal to:
 - (i) the sum total of the Account Value under the continued Contract as of the date it is adjusted for spousal continuation, as described above, and each Purchase Payment accumulated at the Annual Increase Accumulation Rate, prior to the Last Increase Date (the continuing spouse's age would apply), from that date and each Purchase Payment made after that date accumulated at the Annual Increase Accumulation Rate from the date such Purchase Payment is made; less
 - (ii) the sum total of each Withdrawal Adjustment for each partial withdrawal taken after the date the Account Value is adjusted for spousal continuation, as described above, accumulated at the Annual Increase Accumulation Rate, prior to the Last Increase Date, from the date of withdrawal.

All other terms and provisions of the Contract are unchanged.

MetLife Investors USA Insurance Company has caused this Rider to be signed by its Secretary.



Secretary

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MetLifeInvestors®

MetLife Investors USA Insurance Company
222 Delaware Avenue, Suite 900
P.O. Box 25130
Wilmington, DE 19899

WAIVER OF WITHDRAWAL CHARGE FOR NURSING HOME OR HOSPITAL CONFINEMENT RIDER

This Rider forms a part of the Contract to which it is attached and is effective as of the Issue Date. In the case of a conflict with any provision in the Contract, the provisions of this Rider will control.

After the first Contract Anniversary, the Withdrawal Charge will be waived upon a withdrawal if:

1. you are confined to a Nursing Home and/or Hospital for at least 90 consecutive days or confined for a total of at least 90 days if there is no more than a 6-month break in the confinement and the confinements are for related causes;
2. the confinement referred to in (1) above begins on or after the first Contract Anniversary;
3. the withdrawal request and proof satisfactory to us of confinement are received by us at our Annuity Service Office either while you are confined or within 90 days after such confinement;
4. confinement in a Nursing Home and/or Hospital is prescribed by a Physician and is Medically Necessary; and
5. you have been the Owner continuously since the Issue Date, or have become the Owner as spousal Beneficiary who continues the Contract.

In the case of Joint Owners, this Rider applies to either Joint Owner. If the Owner is not a natural person, this Rider applies to the Annuitant.

DEFINITIONS

Hospital — A facility which:

- (1) is located in the United States or its territories;
- (2) is licensed as a hospital by the jurisdiction in which it is located;
- (3) is supervised by a staff of licensed physicians;
- (4) provides nursing services 24 hours a day by, or under the supervision of, a registered nurse (R.N.);
- (5) operates primarily for the care and treatment of sick and injured persons as inpatients for a charge; and
- (6) has access to medical and diagnostic facilities.

Intermediate Care Facility — A facility which:

- (1) is located in the United States;
- (2) is licensed and operated as an Intermediate Care Facility according to the laws of the jurisdiction in which it is located;
- (3) provides continuous 24 hours a day nursing service by, or under the supervision of, a registered nurse (R.N.) or a licensed practical nurse (L.P.N.); and
- (4) maintains a daily medical record of each patient.

Medically Necessary — Appropriate and consistent with the diagnosis in accord with accepted standards of practice and which could not have been omitted without affecting the individual's condition.

Nursing Home — A facility which is a Skilled Nursing Facility, an Intermediate Care Facility or Residential Care Facility. Nursing Home does not mean:

- (1) a home for the aged, a community living center or place that primarily provides domiciliary, residency or retirement care; or
- (2) a place owned or operated by a member of the Owner's immediate family. Immediate family members include the Owner's spouse, children, parents, grandparents, grandchildren, siblings and in-laws.

Physician — Any person duly licensed and legally qualified to diagnose and treat sickness and injuries. A physician must be providing services within the scope of his or her license. A Physician may not be a member of the Owner's immediate family.

Residential Care Facility — A facility which:

- (1) is located in the United States or its territories;
- (2) is licensed and operated as a Residential Care Facility according to the laws of the jurisdiction in which it is located; and
- (3) provides nursing care under the supervision of a registered nurse (R.N.).

Skilled Nursing Facility — A facility which:

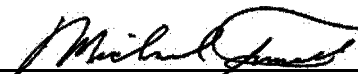
- (1) is located in the United States or its territories;
- (2) is licensed and operated as a Skilled Nursing Facility according to the laws of the jurisdiction in which it is located;
- (3) provides skilled nursing care under the supervision of a licensed physician;
- (4) provides continuous 24 hours a day nursing services by, or under the supervision of, a registered nurse (R.N.); and
- (5) maintains a daily medical record of each patient.

This Rider will terminate on the Annuity Date.

MetLife Investors USA Insurance Company has caused this Rider to be signed by its President and Secretary.



Secretary



President

MetLifeInvestors®

MetLife Investors USA Insurance Company
222 Delaware Avenue, Suite 900
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Wilmington, DE 19899

WAIVER OF WITHDRAWAL CHARGE FOR TERMINAL ILLNESS RIDER

This Rider forms a part of the Contract to which it is attached and is effective as of the Issue Date. In the case of a conflict with any provision in the Contract, the provisions of this Rider will control.

After the first Contract Anniversary, the Withdrawal Charge will be waived upon a withdrawal if:

1. you are terminally ill and not expected to live more than 12 months;
2. a Qualified Physician certifies to your illness and life expectancy;
3. you were not diagnosed with the terminal illness as of the Issue Date; and
4. you have been the Owner continuously since the Issue Date or have become the Owner as spousal Beneficiary who continues the Contract.

In the case of Joint Owners, this Endorsement applies to either Joint Owner. If the Owner is not a natural person, this Rider applies to the Annuitant.

Qualified Physician is any person duly licensed and legally qualified to diagnose and treat sickness and injuries. A physician must be providing services within the scope of his or her license. A Physician may not be a member of the Owner's immediate family. Immediate family members include the Owner's spouse, children, parents, grandparents, grandchildren, siblings and in-laws.

This Rider will terminate on the Annuity Date.

MetLife Investors USA Insurance Company has caused this Rider to be signed by its President and Secretary.



Secretary



President

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222 Delaware Avenue, Suite 900
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NON-QUALIFIED ANNUITY ENDORSEMENT

This Endorsement forms a part of the Contract to which it is attached. This Endorsement is being added to the Contract as of the issue date in order to summarize and clarify the federal income tax rules that apply to the administration of your Contract and the payment of the proceeds of the Contract or the payment of any Death Benefit.

In order to maintain its status as a nonqualified annuity contract under section 72(s) of the Internal Revenue Code of 1986, as subsequently amended, (the "Code"), notwithstanding anything in the Contract (including any endorsements thereto) to the contrary, the following rules apply:

1. Where any Owner dies prior to the "annuity starting date" (as defined under section 72(c)(4) of the Code and the regulations there under), the entire Contract proceeds must be paid out to the person who is otherwise entitled to receive the Contract proceeds or death benefit under the terms of the Contract (the "Payee"), either: (a) within five years of the date of the death or (b) as provided in income tax regulations, over the payee's life or over a period no greater than the Payee's life expectancy in substantially equal payments made at least annually beginning within twelve months of the date of death. Where required to comply with this rule, We will pay out the actuarial value of any portion of the death benefit that is payable in the form of income payments or installment payments, over a period shorter than the remaining guarantee period as of the date of an Owner's death.
2. Where any Owner dies on or after the "annuity starting date", payments must continue to be made as least as rapidly as under the annuity payment method in effect at the time of the Owner's death.
3. If the Contract is owned by a non-natural person (non-individual), the death of any primary Annuitant (or, where otherwise permitted under the terms of the Contract, the change of any primary Annuitant) shall be treated as the death of an Owner. Accordingly, the federal income tax rules require that the entire Contract proceeds be paid out to the Payee as provided under paragraph 1 or 2 above (whichever is applicable).
4. Where the Payee is the spouse of the Owner, and where otherwise permitted under the terms of the Contract, the Payee may, instead of receiving the Contract proceeds or death benefit as provided in this Endorsement, continue such Contract as Owner.
5. Notwithstanding, anything in the Contract to the contrary, where the above referenced death occurs prior to the annuity starting date, to the extent permitted under the Code, We may make available to the Payee under certain contract forms, in addition to income payments, the option to receive his or her remaining interest in the Contract over a series of regular, periodic payments (received no less frequently than annually), over his or her life, or over a period no longer than his or her life expectancy. Such payments streams must comply with section 72(s) of the Code. To the extent permitted under the Code, We may permit a full or partial acceleration of this stream of payments. The Payee may exercise rights of ownership (such as the ability to make reallocations and transfers, if applicable) under this payment stream.
6. Where permitted under the Code, We may deem payments made to a trust (or to the trustee of such trust) that is treated as owned by a natural person under sections 672 et. seq. of the Code, and under whose terms such natural person can compel the distribution of the entire trust property to himself or herself; as being paid to such natural person as Payee".

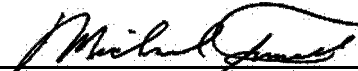
Your Contract is intended to comply with section 72(s) of the Code and will be interpreted accordingly. We reserve the right to amend the Contract so as to comply with the provisions of the federal income tax law, including section 72(s) of the Code. We will notify You of any such amendment, and, when required by law, we will obtain the approval of the appropriate regulatory authority.

All other terms and provisions of the Contract are unchanged.

MetLife Investors USA Insurance Company has caused this Rider to be signed by its President and Secretary.



Secretary



President

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**INDIVIDUAL FLEXIBLE PURCHASE PAYMENT
DEFERRED VARIABLE ANNUITY CONTRACT**

NONPARTICIPATING

MetLifeInvestors®

MetLife Investors USA Insurance Company
222 Delaware Avenue, Suite 900
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Wilmington, DE 19899



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Wilmington, DE 19899

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? - If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

MetLife Investors USA Insurance Company
Policy Service Office

For Fixed Business:
P.O. Box 10366
Des Moines, IA 50306-0366
1-800-709-2906

For Variable Business:
P.O. Box 10366
Des Moines, IA 50306-0366
1-800-709-2906

For Express Mail Only:
4700 Westown Parkway
Suite 200
West Des Moines, IA 50266-6718
800-709-2906
515-457-4000

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by writing to:

Office of the Commissioner of Insurance
Complaints Department
P. O. Box 7873
Madison, WI 53707-7873

or you can call 1-800-236-8517 outside of Madison or 266-0103 in Madison, and request a complaint form.

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